

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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JULIO ROCHA, :
Plaintiff, : 1:16-CV-02327 (RJD)
: against- :
CERTAIN UNDERWRITERS AT LLOYD'S, :
LONDON, AXIS SPECIALTY EUROPE SE; :
: Defendants.
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JOINT STIPULATION

WHEREAS, Plaintiff Julio Rocha ("Plaintiff") filed this action seeking coverage under Primary Directors and Officers Legal Liability Insurance Policy No. B0901LI1413318000 (the "Policy"), issued to the Federation Internationale de Football Association ("FIFA");

WHEREAS, AXIS Specialty Europe SE and Certain Underwriters at Lloyd's London are Defendants, and, while AXIS Specialty Europe SE contends that it is not a subscriber to the Policy and was therefore wrongly sued, the parties reserve their rights on this issue and this reservations of rights does not affect the stipulations below;

WHEREAS, this Court entered a Memorandum and Order on September 26, 2016, granting Plaintiff's Motion for a Preliminary Injunction and requiring ongoing payment of Plaintiff's defense costs incurred in the criminal matter captioned *United States v. Webb et al.*, No. 15 Cr. 252 (E.D.N.Y.) (the "Criminal Action");

WHEREAS, this Court entered a Memorandum and Order on October 14, 2016, denying Defendants' Motion to Dismiss;

WHEREAS, Defendants are appealing the September 26, 2016 Memorandum and Order;

WHEREAS, pursuant to the September 26, 2016 and October 14, 2016 Memorandums and Orders and subject to the terms of the Policy, Defendants have indicated that they intend to make payments towards the defense costs incurred by Plaintiff in the Criminal Action but have disputed the coverage of certain costs under the Policy and have indicated their intention to make certain deductions from the defense costs submitted to Defendants for payment, pursuant to the Policy terms; and

WHEREAS, Plaintiff reserves the right to dispute and seek relief from the Court in connection with any deductions made by Defendants from the defense costs submitted to Defendants for payment;

Plaintiff and Defendants agree as follows:

1. The parties agree to stay all discovery.
2. This agreement may be terminated by order of the United States District Court of the Eastern District of New York or by 30 days written notice of either party.
3. Plaintiff and Defendants continue to reserve all of their respective rights under the Policy, and this Stipulation does not alter any of the terms of the Policy or impact the parties' existing rights or claims thereunder.

Dated: New York, New York

November 4, 2016

Respectfully submitted,

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